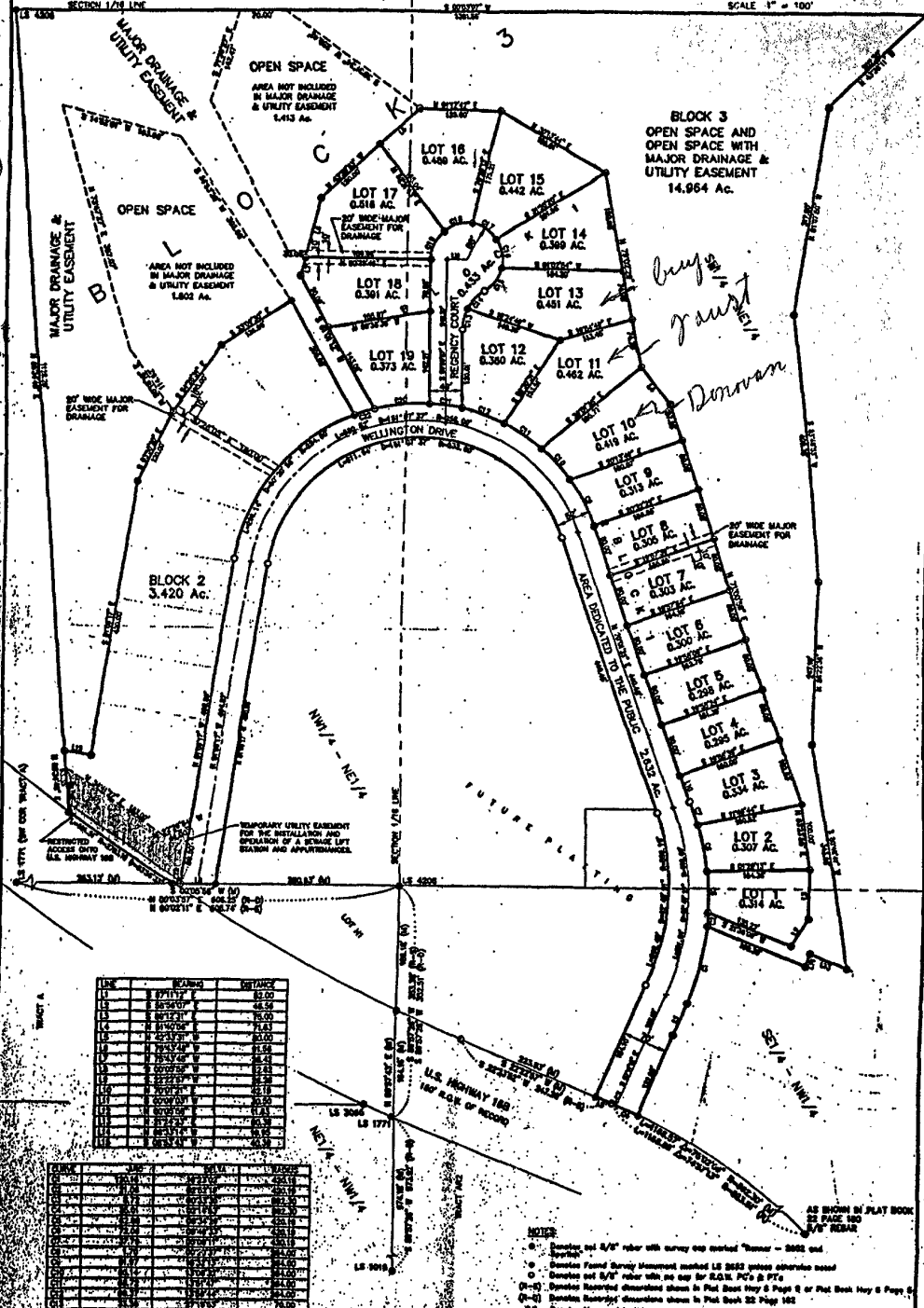
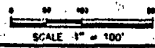


PLAT OF
LOTS 1 THRU 19 OF BLOCK 1 AND BLOCKS 2 & 3
OF SOUTH HILL SUBDIVISION

(formerly a portion of the NW1/4 of the NE1/4, a portion of the SW1/4 of the NE1/4
 and a portion of the SE1/4 of the NW1/4)
 LOCATED IN THE SE1/4 OF THE NW1/4, THE SW1/4 OF THE NE1/4 AND THE NW1/4 OF THE NE1/4
 SECTION 26, T1N, R7E, BHM
 RAPID CITY, PENNINGTON COUNTY, SOUTH DAKOTA

DECEMBER 9, 1998



LINE	BEARING	DISTANCE
1	N 89° 57' 12" W	10.00
2	S 89° 57' 12" E	10.00
3	S 89° 57' 12" E	10.00
4	N 89° 57' 12" W	10.00
5	N 89° 57' 12" W	10.00
6	S 89° 57' 12" E	10.00
7	S 89° 57' 12" E	10.00
8	N 89° 57' 12" W	10.00
9	N 89° 57' 12" W	10.00
10	S 89° 57' 12" E	10.00
11	S 89° 57' 12" E	10.00
12	N 89° 57' 12" W	10.00
13	N 89° 57' 12" W	10.00
14	S 89° 57' 12" E	10.00
15	S 89° 57' 12" E	10.00
16	N 89° 57' 12" W	10.00
17	N 89° 57' 12" W	10.00
18	S 89° 57' 12" E	10.00
19	S 89° 57' 12" E	10.00

LINE	BEARING	DISTANCE
1	N 89° 57' 12" W	10.00
2	S 89° 57' 12" E	10.00
3	S 89° 57' 12" E	10.00
4	N 89° 57' 12" W	10.00
5	N 89° 57' 12" W	10.00
6	S 89° 57' 12" E	10.00
7	S 89° 57' 12" E	10.00
8	N 89° 57' 12" W	10.00
9	N 89° 57' 12" W	10.00
10	S 89° 57' 12" E	10.00
11	S 89° 57' 12" E	10.00
12	N 89° 57' 12" W	10.00
13	N 89° 57' 12" W	10.00
14	S 89° 57' 12" E	10.00
15	S 89° 57' 12" E	10.00
16	N 89° 57' 12" W	10.00
17	N 89° 57' 12" W	10.00
18	S 89° 57' 12" E	10.00
19	S 89° 57' 12" E	10.00

NOTES:

1. Donor's and 1/4" plat with survey was marked "Banner - 2002 and Survey"
2. Donor's Platted Survey Monument marked LS 2002 unless otherwise noted
3. Donor's and 1/4" plat with no way for 0.211, P.C. & P.T.
4. Donor's Reported dimensions shown in Plat Book Vol 6 Page 6 or Plat Book Vol 6 Page 6
5. Donor's Reported dimensions shown in Plat Book 22 Page 102
6. Donor's Monuments in this survey.

State of Spacing: In case of spacing between the NW1/4 corner of Section 26 and the southeast corner of lot 1 and between lots of 1 and 2.

Utility and Water Drainage Easements if on the interior side of all lot lines.

Any water drainage easement shown herein shall be held free of all obstructions and building but shall be subject to public utility, telephone, power and electric. These easements shall be held free of all obstructions for 100' to be construed, guards, maintain, support, and repair such easements and structures to be done adjacent to the drainage from any power.

**DECLARATION OF RESTRICTIONS
AND COVENANTS TO RUN WITH THE LAND**

THE UNDERSIGNED, being the owner of the following described real property in Pennington County, South Dakota to-wit:

LOTS 1 THROUGH 7 and LOTS 10 THROUGH 19, BLOCK 1, INCLUSIVE, and LOTS 1 THROUGH 9, BLOCK 2, INCLUSIVE, AND BLOCK 3-OPEN SPACE, OF SOUTH HILL SUBDIVISION in the City of Rapid City, as shown by the plat recorded in Book 29 of Plats on Page 11 and Page 66, in the Office of the Registrar of Deeds, HEREBY STATE AND DECLARE:

That for the purpose of establishing and maintaining the above described property as a desirable residential area of Pennington County, South Dakota, and for the purpose of establishing and maintaining high quality home sites and fair and adequate property values, the following declarations as to restrictions and covenants to run with the land and pertaining to the use of the above described property are hereby adopted and declared. These restrictions and covenants shall constitute covenants to run with the land and shall be bound upon all parties, their successors and assigns.

These Restrictions and Covenants shall be for a period of twenty-five (25) years from the date of recordation in the office of the Pennington County Register of Deeds, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by two-thirds (2/3) of the then owners of the lots, included in the above described property, has been recorded, providing for a change in said covenants, in whole or in part. Invalidation of any the covenants provided herein by judgement or court order shall in no way or respect affect any of the other covenants which shall remain in full force and effect.

**ARTICLE I
DEFINITIONS**

Section 1. "Association" shall mean and refer to the South Hill Homeowners Association, its successors and assigns. Until such time as the Association is formed as provided in Article II, Section I, Western Management Corporation shall act as the Association and Board of Directors for all purposes hereunder.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to any lot which is a part of the above-described real property, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Declarant" shall refer to Ronald A. Baker of Western Management Corporation.

Section 4. "Common Area" shall mean all real property owned by the Association for the enjoyment of the owners.

ARTICLE II
MEMBERSHIP, VOTING RIGHTS, AND ORGANIZATION OF ASSOCIATION

Section 1. Ronald A. Baker of Western Management Corporation shall act as the Association and Board of Directors for all purposes under these Declaration of Restrictions and Covenants to Run With the Land until the occurrence of the first of either of the following events:

- A. The sale of at least 75% lots subject hereto to individual owners; or
- B. A written declaration signed by Western Management Corporation stating its intention to turn over to a duly elected Board of Directors of the Association all of the duties, rights, obligations and responsibilities of the Association as herein provided.

A Board of Directors may be elected by the membership at any time; however, the Board of Directors shall not exercise any of the rights, powers and duties granted the Association and its Board of Director until the occurrence of either subparagraph A or B above. Until such time, the decision of Western Management Corporation as to all matters hereunder shall be final and shall not be subject to review or change by the Association or its Board of Directors.

Section 2. Every owner of a lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot covered by these covenants.

Section 3. Each Owner of a lot covered by these covenants shall be entitled to one vote for each lot owned. When more than one person or entity hold an interest in any lot, all such persons shall be members of the Association, but only one vote for such lot may be exercised.

Section 4. The Association shall be governed by a six (6) person board of Directors. The initial term of the Board of Directors shall be staggered so that the terms of two (2) Directors expire at the end of two (2) years, four (4) years, and six (6) years. Directors must be owners of a lot covered by these covenants. Elections by the membership for each expired term on the Board of Directors shall be held at the annual meeting of the Association membership called by the board of Directors each year on ten (10) days' written notice to the membership. Special meetings of the membership may be called at any time on ten (10) days' written notice to the membership by the board of Directors or by any three (3) lot owners.

The Board of Directors shall meet at such times and locations as needed to conduct the affairs of the Association. In any event, the Board shall meet at least once each year to elect new officers and conduct such other business as it deems necessary. In the event of death, incapacity, resignation, or ineligibility of any director, the remaining directors shall have full authority to designate a successor to complete the term of office. No compensation shall be paid to directors.

A simple majority of directors shall constitute a quorum; provided, however, that if less than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting to another time without further notice. The affirmative vote of two-thirds (2/3) of the directors at which a quorum is present shall be required to constitute a valid action. A vote of three-fourths of the members of the Association shall be required to overturn any action by the Board.

Section 5. "Property Rights". Every Owner shall have a right and easement of enjoyments in and to the Common Areas or Natural Areas which shall be an appurtenance to and shall pass with the title to every lot, subject to the following provisions:

- (a) The right of the Association use of recreational facilities or assessable improvements, and voting rights, for any period in which the owner's assessments against his lot, if any, shall remain unpaid.
- (b) The right of the Association to dedicate all or any part of the Common or Natural Area to any public agency, authority, or utility for such purpose and subject to such conditions as agreed to by the two-thirds (2/3) majority of members of the Association.

Section 6. Enforcement of the restrictions and covenants described herein may be by proceedings at law in equity, against any person or entity for injunctive relief or for damages, violating or attempting to violate any restriction or covenants contained herein. Any enforcement action brought herein may be undertaken by the Association or by individual lot owners with the approval of the board of Directors of the Association.

Section 7. All disputes concerning the application or interpretation of these covenants shall be decided by the Association.

ARTICLE III ASSESSMENTS

Section 1. The Association may levy a special assessment against the properties described herein for the purpose of providing any common services to the members of the association so requested and so voted by a three-fourths (3/4) majority or to defray the costs and expenses of enforcing these restrictions and covenants.

Section 2. The Association may bring an action against the owner of any lot to pay any assessment levied herein. Any assessment not paid within thirty (30) days after its due date shall bear interest at the annual percentage rate specified by law for judgements.

Section 3. Any special assessment authorized by these covenants shall not exceed Ten Dollars (\$10) per month, unless specifically approved by a three fourths (3/4) majority of the homeowners covered by these covenants.

ARTICLE IV ASSOCIATION APPROVAL OF BUILDING PLANS

Section 1. Purposes of these requirements are:

- A. Maintain a pleasing and harmonious environment for all the owners.
- B. To insure the value of all the homes in the community.
- C. Trim requirements are a minimum set of requirements. The Association reserves the right to impose additional requirements if the situation warrants.

Section 2. Pleasing and Harmonious environment:

- A. Exterior colors shall be earth or neutral pastel colors with the clarification that white body and trim shall be allowed. Color-lok siding is acceptable. All gutters and downspout should be a color which blends with the main color of the house or trim. The use of Brick or Stone is also encouraged. Porches and Columns should be incorporated into the design whenever possible.

Section 3. Maintain values of homes:

- A. For a ranch style(one-level) home: The minimum area of the main living floor should be one thousand four hundred (1,400) square feet, exclusive of the garage, or as approved by the Association. In the case of a two-story home, one thousand (1,000) square feet on the main floor is acceptable providing that the second floor has at least eight hundred (800) square feet.
- B. Each home shall be a custom home with a traditional, country or southern character of design.
- C. All construction should be according to nationally and locally accepted building codes.
- D. Mobile and modular homes are prohibited.
- E. Nothing in this section shall be construed to exclude advances in construction techniques such as structural components or panelized construction methods.

Section 4. Other Architectural and Construction Requirements:

- A. Homes should be set back on lots as much as feasible.
- B. Homes should not intrude on the solar rights of existing homes.
- C. Homes should be sited and designed to minimize interference with major scenic views from existing homes.
- D. Discontinuous ridge lines are encouraged
- E. Television satellite antennas must be sited to the rear of the house, never creating an eye-sore.
- F. All outdoor electrical wiring must be below ground
- G. An enclosed attached garage plan should be included in construction plans.

Section 5. Requirements for Submission of Plans for Approval:

- A. A set of final plans, including but not limited to the following, shall be submitted to the Association for approval prior to construction. These plans will be retained by the Association if the plans are approved.
 - 1. Front view, right, left and rear exterior views of the home showing the house as it will fit into the topography of the lot, as well as exterior siding design for all sides.
 - 2. Site plan showing exact placement of home on the lot as well as relationship to any existing or already approved immediately adjacent homes. Elevation of finished basement floor relative to street elevation must also be provided.
 - 3. Standard construction drawings showing floor plans and construction dimensions.
 - 4. Siding and painting schedules for all exterior surfaces.
- B. Those who wish to inquire about a particular house plan prior to purchasing a home or prior to going ahead with detailed plans are invited to submit an exterior rendering and floor plan to the Association for an opinion. This opinion does not constitute an approval

Section 6. Exceptions:

- A. Ronald A. Baker, Western Management Corporation, or the Board of Directors, as provided in Article II, Section 1 above, reserve the right to vary the requirements set forth herein on a case by case basis.

**ARTICLE V
RESIDENTIAL AREA COVENANTS**

Section 1. All lots covered by these covenants shall be used for single family residence purposes only and not for any home, business, trade, commercial, or industrial purpose whatsoever. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood. No firearms shall be discharged within the area covered by these covenants.

Section 2. Except as expressly provided herein only one single family dwelling house shall be erected or maintained on any lot and such building shall not exceed thirty-five (35) feet in height.

Section 3. All dwellings shall be completed within nine (9) months from the date of commencement of construction. All lawns and landscaping shall be completed within twelve (12) months from the commencement of home construction. All excavation overburden or excess material must be removed from the lot during this time. All construction shall be original in that no previously constructed used dwelling, trailer house or mobile home shall be permitted on any of such property. No basement, trailer, vehicle or structure of any kind except a completed dwelling house as herein provided shall be occupied or used for residence purposes at any time. Nothing in this provision shall prevent the Declarant from constructing and maintaining model home(s) on any lots in the community.

Section 4. No home may be located within twenty-five (25) feet of the right of way from the nearest street one which the dwelling faces or within eight (8) feet of the side line of the property. Individual corner sites may be subject to case by case variances at the pleasure of the Association.

Section 5. No lot shall be split or subdivided, except to re-plat to make lot(s) larger.

Section 6. All rubbish, trash, and garbage and similar waste shall be kept in sanitary containers, and all equipment for disposal or garbage, trash and rubbish shall be kept in a clean, sanitary and fire safe condition and kept from public view except on days of collection.

Section 7. All vehicles and recreational equipment including but not limited to boats, motor homes, trailers, campers, recreational vehicles, motorcycles, snowmobiles, and jet skis, shall be kept out of public view as much as possible or stored in an off-site commercial storage facility. No rebuilding, refinishing or major repairs of motor vehicles shall be permitted in public view, except for occasional minor repairs and maintenance. Provided, however, that such minor repairs must be completed within a thirty-six (36) hour period.

Section 8. There shall be no on-street parking at any time by owners or their guests, except on special occasions. Any vehicle habitually parked on the street may be towed at the owner's expense.

Section 9. No animals, livestock or poultry of any kind or nature shall be raised, bred or kept on any of the property. A total of three (3) cats, dogs or other usual and ordinary household pets may be kept on said property, provided that none such animals shall be kept, bred or maintained for any commercial purpose. All pets must be confined upon the owner's property, or maintained on a leash. Noisy pets, including barking dogs, shall not be kept on the property and any owner with an uncontrolled barking dog shall be required to remove the animal from the property immediately.

Section 10. Development upon any lot in the above described property shall be performed in such a way as not create additional drainage on another owners site.

Section 11. No signs of any kind shall be permitted on the property or displayed to the public view; provided, however, it shall be permissible to display on any lot one (1) sign or not more than two feet by four feet (2'X4') for the limited purpose of advertising the property for sale or lease by an owner or his agent.

Section 12. There is hereby reserved a perpetual easement on the interior side of all lot lines of not less than 6 feet. This is for installation and maintenance of utilities including telephone, electricity, gas, sewer, and cable television service, exercise of any right pertaining to said easements shall be reasonable and in such a manner as not to unreasonably interfere with utilization of the lots for residential purposes.

Section 13. All homeowners must include a sidewalk as specified in the plat, and such sidewalk shall be constructed at the time of the home construction.

Section 14. All utilities, including but not limited to telephone, electricity, gas, sewer and cable television shall be buried underground, and no poles for utility purposes shall be permitted above ground on any lot. Satellite dishes shall be out of public view, to the greatest extent possible, and no offensive or intrusive lighting is permitted.

Section 15. It is expressly provided that a breach of any of the restrictions and covenants herein above set forth shall not defeat or render invalid the lien of any mortgage made in good faith and for value as to the said property, or any part thereof, but said restrictions and covenants shall be binding upon and effective against any owner of said premises whose title thereto is acquired by foreclosure or otherwise, as to any breach occurring after such acquirement of title.

Section 16. No well shall be drilled, operated, maintained or used on or in connection with the said property.

Section 17. Any dwelling, house, or structure that is erected, remodeled, repaired or replaced on the property shall be roofed with: Architectural "shadow-line" composition shingles, cement shingle, cedar shakes, or as may otherwise be specifically approved by the Association.

Section 19. Each Owner shall maintain the landscaping, grass, trees and shrubs on the site property. Clothes lines are to be kept out of public view and placed in an inconspicuous location as possible.

Section 20. Fencing: There shall be no fencing allowed whatsoever in any front or side yard, forward of the rear corner of any home. Fencing in the rear of any home shall be first approved by the architectural control committee, and shall not exceed 4 feet in height. The color and texture of the fencing material shall be in accordance with approved siding and trim colors of the subdivision covenants. Chain link fencing shall never be permitted.

State of South Dakota
County of Pennington

On this 25 day of April, 1999

Before me the declarant:



Ronald A. Baker

Personally appeared before me, Ronald A. Baker, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and Acknowledged that he executed the same for purposes therein contained.

WHEREOF, I herunto set my hand and official seal.



Notary Public, South Dakota
(Seal)
My Commission Expires:



MY COMMISSION EXPIRES JUNE 1, 2003

Prepared by: Ronald A. Baker, 2700 W. Main, Rapid City, SD, 57702, (605)343-2700

Page 8

HOMEOWNERS

State of South Dakota)
) ss
County of Pennington)

Keith J. Coates

Keith J. Coates

Charollene M. Coates

Charollene M. Coates

Owners of: Lot 2, Block 1, South Hill Subdivision

On this 28 day of April, 2000, before me, the undersigned officer, personally appeared Keith J. Coates and Charollene M. Coates, known to me or satisfactorily proven to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.



Theresa Pudwin
Notary Public

My Commission Expires: APR 1 2004

State of South Dakota)
) ss
County of Pennington)

Foust Construction Inc.
Foust Const. Inc.

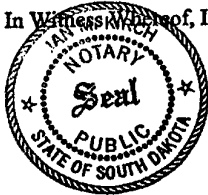
By Neil Foust Pres.

Owners of: Lots 11 and 16, Block 1, South Hill Subdivision

On this 26 day of April, 2000, before me, the undersigned officer, personally appeared NEIL FOUST, who acknowledged himself to be the PRESIDENT of such corporation, and that he, as such PRESIDENT being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as PRESIDENT.

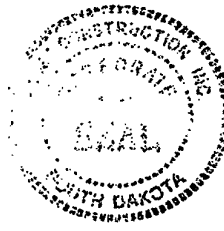
In Witness Whereof, I hereunto set my hand and official seal.

seal



J. Smith
Notary Public

My Commission Expires: 1-4-2004



State of South Dakota)
) ss
County of Pennington)

Thomas Devine
Thomas Devine

Julie Devine
Julie Devine

Owners of: Lot 4, Block 1, South Hill Subdivision

On this 28 day of April, 2000, before me, the undersigned officer, personally appeared Thomas Devine and Julie Devine, known to me or satisfactorily proven to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

Arlis J. Dussler
Notary Public
My Commission Expires: 8/15/00



State of South Dakota)
) ss
County of Pennington)

Michael S. Hahn
Michael S. Hahn

Patricia K. Hahn
Patricia K. Hahn

Owners of: Lot 15, Block 1, South Hill Subdivision

On this 26th day of April, 2000, before me, the undersigned officer, personally appeared Michael S. Hahn and Patricia K. Hahn, known to me or satisfactorily proven to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.



Trisha Pudwill
Notary Public
My Commission Expires COMMISSION EXPIRES JUNE 1, 2003

State of South Dakota)
) ss
 County of Pennington)

Kent Hagg

Karin Hagg

Owners of: Lot 19, Block J, South Hill Subdivision

On this 9 day of May, 2000, before me, the undersigned officer, personally appeared Kent Hagg and Karin Hagg, known to me or satisfactorily proven to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

Maecia Allen

Notary Public

My Commission Expires: 07-31-2005



State of South Dakota)
) ss
 County of Pennington)

Western Management Corporation

Ronald A. Baker, President

Owners of: Lots 1, 3, 5, 6, 7, 10, 12, 13, 14, 17, & 18 in Block 1, South Hill Subdivision

On this 18 day of May, 2000, before me, the undersigned officer, personally appeared Ronald A. Baker, who acknowledged himself to be the President of such corporation, and that he, as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

In Witness Whereof, I hereunto set my hand and official seal.

Tracy R. Kester-Dauser

Notary Public

My Commission Expires: 10-4-05



HOMEOWNERS



State of South Dakota)
County of Pennington) ss

Foust Construction Inc.
Foust Const. Inc.
By Nail Foust Pres.
Owners of: Lot 1, Block 2, South Hill Subdivision

On this 26 day of April, 2000, before me, the undersigned officer, personally appeared Neil Foust who acknowledged himself to be the PRESIDENT of such corporation, and that he, as such PRESIDENT being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as PRESIDENT.



State of South Dakota)
County of Pennington) ss

Terry J. Keeney dba Contemporary Construction
Owners of: Lot 5, Block 2, South Hill Subdivision

Jaschkech
Notary Public
My Commission Expires: 1-4-2004

On this 12 day of May, 2000, before me, the undersigned officer, personally appeared Terry J. Keeney and Lee A. Keeney dba Contemporary Construction, known to me or satisfactorily proven to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

Jamie R. Cecil
Notary Public
My Commission Expires: 02-10-05

State of South Dakota)
County of Pennington) ss

Western Management Corporation
Ronald A. Baker
Ronald A. Baker, President
Owners of: Lots 2, 3, 4, 6, 7, 8 and 9, Block 2, South Hill Subdivision AND all of Block 3, South Hill Subdivision

On this 12 day of May, 2000, before me, the undersigned officer, personally appeared Ronald A. Baker, who acknowledged himself to be the President of such corporation, and that he, as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

In Witness Whereof, I hereunto set my hand and official seal.

Tracy A. Rademacher
Notary Public
My Commission Expires: 6-4-05



HOMEOWNERS



State of South Dakota)

) ss

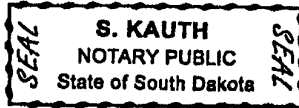
County of Pennington)

Harley C. Paulson Jean Paulson

Owners of: Lot 16, Block 1, South Hill Subdivision

On this 20 day of Sept, 2000, before me, the undersigned officer, personally appeared Harley Paulson & Jean Paulson, known to me or satisfactorily proven to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained. Jean Paulson

In Witness Whereof, I hereunto set my hand and official seal.



S. Kauth
Notary Public
My Commission Expires: 12-31-02